

TEXAS DEPARTMENT OF PUBLIC SAFETY/DIVISION OF EMERGENCY MANAGEMENT

AMBER ALERT SYSTEM USER AGREEMENT

BACKGROUND

The Texas Department of Public Safety (hereinafter "DPS") is making available to other Law Enforcement Agencies (hereinafter "User Entity") AMBER Specific Alerts Registration System, a gateway to disseminate electronic flyers raising awareness of abducted children.

This Agreement sets forth the duties and responsibilities of DPS and the User Entity accessing AMBER Specific Alerts Registration System.

1. Under this Agreement, DPS agrees to provide and manage access to AMBER Specific Alerts Registration System. The User Entity shall not permit any person or entity, other than the User Entity's authorized employees, to upload data into AMBER Specific Alerts Registration System.
2. The materials provided for public use on the AMBER Specific Alerts Registration System are for the use and benefit of citizens of Texas. Any dispute arising therefrom shall be decided solely under Texas law and in the Travis County, Texas District Court.
3. The User Entity may upload data under this Agreement only for those purposes permitted by state and federal law. Any use data uploaded under this Agreement shall be limited to those uses permitted by state and federal law.
4. No financial liability will be incurred by DPS by virtue of this Agreement beyond monies available to it for the purpose of fulfilling this Agreement.
5. The User Entity and its employees shall abide by all present and hereafter enacted state and federal laws, rules and regulations concerning the collection, storage, retrieval, use, destruction, disclosure and dissemination of data uploaded into AMBER Specific Alerts Registration System. The User Entity shall provide the subject of the AMBER Specific Alerts Registration System the opportunity to complete, or challenge the accuracy of, the information contained in AMBER Specific Alerts Registration System.
6. The User Entity shall promptly notify DPS of a violation by the User Entity, or by an employee of the User Entity, of any applicable state or federal law, rule or regulation relating to the collection, storage, retrieval, use, destruction, disclosure or dissemination of information uploaded under this Agreement.
7. DPS reserves the right to immediately suspend service to the User Entity when DPS determines that this Agreement or any applicable state or federal law, rule or regulation has been violated by the User Entity or an employee of the User Entity. DPS may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected and measures have been taken to prevent future violations. DPS shall have the authority to inspect and audit the equipment, records and operations of the User Entity to determine compliance with this Agreement and all applicable state and federal laws.

8. Either DPS or the User Entity may, upon 30 days written notice, discontinue service. DPS shall not be required to give notice prior to suspending service as stated above.
9. The User Entity agrees to hold harmless DPS, its Director and employees from and against any and all claims, demands, actions and suits, including but not limited to, any liability for damages by reason of or arising out of any negligence on the part of the User Entity or its employees with regard to the collection, storage, retrieval, use, destruction, disclosure or dissemination of data uploaded to AMBER Specific Alerts Registration System under this Agreement.
10. DPS bears no liability for any delay in processing, uploading, disseminating or cancelling dissemination of data entered into the AMBER Specific alerts Registration System by User Agency.
11. User Agency is solely responsible for vetting, authorizing and managing data-entry users; mis-, mal- or non-use of the AMBER Specific Alerts Registration System is the sole responsibility of User Agency. User agency agrees not to upload an AMBER Alert missing person flyer where all statutory criteria have not been met. Data disseminated through the AMBER Specific Alerts Registration System is subject to the Texas Public Information Act, Texas Government Code, chapter 552.
12. No expressed or implied warranty or guarantee is made nor implied regarding the content, accuracy, timeliness, or completeness of the data. In no event shall the State of Texas become liable to users of the data, or any other party, for any loss or damages, consequential or otherwise, arising from the use, operation or interpretation of the data. In using and/or uploading this data, User Agency further agree to indemnify, defend and hold harmless the State of Texas for any and all liability of any nature arising out of or resulting from the lack of accuracy or correctness of the data, or the use of the data. User Agency's participation indicates unconditional acceptance of the information "as is" and any associated risk.
13. This Agreement constitutes the entire agreement between the Parties. No rights or obligations shall be implied. No modification or amendment to this Agreement shall become valid unless in writing and signed by both Parties. This Agreement does not create any rights in any person or entity other than the Parties to this Agreement.